

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-54-T - ORDER NO. 2020-354

JUNE 4, 2020

IN RE:	Application of Luxury Movers Moving)	ORDER GRANTING
	Company LLC for a Class E (Household)	CLASS E (HOUSEHOLD
	Goods) Certificate of Public Convenience)	GOODS) CERTIFICATE
	and Necessity for Operation of Motor)	
	Vehicle Carrier)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Luxury Movers Moving Company LLC (“Luxury Movers” or “Applicant”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. Applicant seeks statewide authority to move household goods in South Carolina.

By letter dated February 18, 2020, the Clerk’s Office of the Commission instructed Luxury Movers to publish, by March 4, 2020, a Notice of Filing (the “Notice”) in newspapers of general circulation in the areas affected by the Application. Among other things, the Notice provided information regarding the nature of the proceeding and advised any person desiring to participate as a party of record to file a Petition to Intervene. Applicant filed its Proof of Publication with the Commission on February 24, 2020, demonstrating that the Notice was timely published pursuant to S.C. Code Ann. Regs. 103-132 and in accordance with the instructions set forth in the February 18, 2020 letter of the Clerk’s Office. No person intervened as a party of record.

The evidentiary hearing was held virtually on May 6, 2020. The Honorable Comer H. “Randy” Randall presided at the hearing. Applicant was represented via videoconference by Charles L.A. Terreni, Esquire. The South Carolina Office of Regulatory Staff (“ORS”), a party of record pursuant to S.C. Code Ann. § 58-4-10(B) (Supp. 2019), was represented via videoconference by C. Lessie Hammonds, Esquire.

Maurice Gilliam, co-owner of Luxury Movers, appeared via videoconference and testified in support of the Application; he explained Applicant’s request for authority. Mr. Gilliam and Darius Frazier are the two members of Luxury Movers. Mr. Gilliam and Mr. Frazier are both graduates of Coastal Carolina University, and they worked together at Habitat for Humanity of Horry County ReStore. As the manager of Habitat for Humanity of Horry County ReStore, Mr. Gilliam picked up donated items from homes, scheduled pickups, organized the showroom, and was in charge of fifteen employees. As the Donation Acquisition Supervisor, Mr. Frazier supervised all truck drivers, scheduled pickups, organized the truck routes, and assisted with picking up donated items from homes and area businesses. Both men have also worked for moving companies.

Mr. Gilliam believes South Carolina’s rapid population growth, particularly in the Myrtle Beach area, will provide an opportunity for his household goods moving business. Luxury Movers plans to reach customers by advertising in newspapers, social media outlets, and by word of mouth. Applicant is exempt from having a safety rating from the U.S. Department of Transportation.

Mr. Gilliam testified that there are no complaints or judgments against him, Mr. Frazier, or Luxury Movers; they have adequate equipment and facilities to provide

moving services and adequate financial resources. Applicant will obtain appropriate insurance, as evidenced by the quotes introduced at the hearing. Mr. Gilliam certified that the Applicant is familiar with and will comply with all applicable statutes and regulations, including safety operations in South Carolina, governing household goods movers. Mr. Gilliam testified Luxury Movers has purchased a truck and has identified workers for the new business. Mr. Gilliam and Mr. Frazier plan to grow the business gradually over the next five years, adding trucks and employees.

On May 5, 2020, Applicant moved to present shipper witness testimony of Amberly Green by affidavit. The Commission granted this request by Order No. 2020-35-H. Ms. Green, a real estate agent with three years of experience in South Carolina, testified South Carolina's housing market is strong. Aff. ¶ 3. Ms. Green is frequently asked to recommend movers of household goods, and it can be difficult to find qualified movers who are dependable and experienced. Aff. ¶ 4. She believes there is a need for more qualified movers and believes granting Luxury Movers' application is in the public interest. Aff. ¶¶ 4 and 5.

ORS did not prefile testimony. By letter dated May 5, 2020, ORS stated it "is of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133 (2012). The Commission finds and concludes that Luxury Movers is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and S.C. Code Ann. Regs. 103-133. After consideration of the evidence in this case, we also find that the public convenience and necessity are not already being served by

existing authorized service. Therefore, the Application of Luxury Movers Moving Company LLC for statewide authority should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Luxury Movers Moving Company LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout South Carolina.

2. Luxury Movers' Tariff and Bill of Lading are approved and attached hereto as Order Exhibits 1 and 2, respectively.

3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 *et seq.*, as amended, and by S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Code Ann. Regs. 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code § 58-23-10 *et seq.*, and the applicable Regulations for Motor Carriers, a Certificate will be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

5. The motor carrier's services authorized by this Order will not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

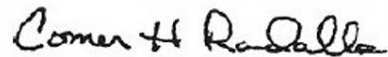
6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements within ninety (90) days of

this Order, or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application will be dismissed without prejudice. No further order of this Commission is necessary.

7. Should the Applicant fail to meet the requirements of this Order, ORS is requested to furnish the name and docket number of Applicant to the Commission, pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014). If such notification is provided, the docket will be closed.

This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Comer H. "Randy" Randall, Chairman

ATTEST:



Jocelyn Boyd, Chief Clerk/Executive Director

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Luxury Movers Moving Company, LLC. These services are furnished between points and places statewide.

SECTION 1**1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The mileage starts when the movers leave the Luxury Movers Moving Company, LLC office location, and includes the movers estimated return time to the office location.

Number of Movers**Hourly Rate**

Two Men	\$85.00
Three Men	\$115.00
Four Men	\$145.00
Each Additional Man	\$30.00 per man/per hour

Up to 70 Miles Round Trip

Local: Truck Fee \$100

71 + Miles Round Trip

Non-Local: Truck Fee \$100 + \$3/Mile will be charged to all mileage over 70 miles. Google Maps will be used to determine incurred mileage.

1.2 Office Hours / Minimum Hourly Charges:

Luxury Movers Moving Company, LLC will operate Monday – Sunday from 7:00 a.m. to 9:00 p.m.

Monday- Sunday	Two-Hour Minimum Charge
Recognized Federal Holidays	Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in thirty-minute increments. Any interim charge is rounded up to the next thirty-minute increment. If customers cancel within 24 hours of their move, Luxury Movers Moving Company, LLC will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

SECTION 2**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Pool Tables- \$300
- Steel Gun Cabinet (in excess of 400 lbs.) - \$300
- Hot Tubs, Whirlpools - \$300
- Golf Carts \$300

2.2 Elevator or Stair Carry

Luxury Movers Moving Company, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Luxury Movers Moving Company, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Luxury Movers Moving Company, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop if it is within our local parameters as specified in section 1.1. If the additional stops go pass the local parameters, then additional fees (\$3/Mile) will occur.

2.5 Packing and Unpacking

Date Proposed: 05/07/2020

Effective Date: _____

2.5.1 Luxury Movers Moving Company, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

2.5.2 Luxury Movers Moving Company, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Luxury Movers Moving Company, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

Luxury Movers Moving Company, LLC will not move pianos.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Luxury Movers Moving Company, LLC.

2.9 Storage Fee

Luxury Movers Moving Company, LLC will charge \$100 per truck per day if items cannot be delivered on the same day.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimants must notify the carrier of all claims for concealed damage within 96 hours of the move. Luxury Movers Moving Company, LLC must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Luxury Movers Moving Company, LLC reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Luxury Movers Moving Company, LLC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 96 hours of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Luxury Movers Moving Company, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Luxury Movers Moving Company, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Valuation

- 3.4.1. Standard.** Luxury Moving Company, LLC's maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed or damaged while in custody of Luxury Movers Moving Company, LLC will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound.. This value is often less than the actual value of your article(s).

3.4.2. Full (Replacement) Value Protection. Full replacement coverage is available upon request, or may be obtained from third-party providers.

3.4 Items of Particular Value

Luxury Movers Moving Company, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Luxury Movers Moving Company, LLC will not accept responsibility for safe delivery of such articles if they come into Luxury Movers Moving Company, LLC's possession with or without Luxury Movers Moving Company, LLC's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Luxury Movers Moving Company, LLC Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Luxury Movers Moving Company, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

Luxury Movers Moving Company, LLC will not have any promotions.

Certificate # _____

INVOICE DETAILS

Luxury Movers Moving Company, LLC
Myrtle Beach, SC 29579
(843) 246-2097
Luxurymovers@yahoo.com
www.luxurymoversmovingcompany.com

Luxury Movers



Moving Company

DATE: _____

INVOICE NO. _____

Customer Information

Client Name: _____
Address: _____
Phone: _____
Email: _____

Cost Breakdown

Service	# of Trucks	# of Men	Hours (min of 2 hrs)	Rate
Labor Only				
Full Service				

Move Locations:

Move From: _____

Start Time: _____

Move To: _____

End Time: _____

DESCRIPTION	QTY

THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER AND TARIFF. ALL TERMS PRINTED OR STAMPED HEREON, SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING _____, THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE .60 PER POUND PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED _____
SHIPPER DATE

Signature _____

MILEAGE _____

MATERIALS _____

HOURS WORKED _____

SERVICE RATE: _____

BALANCE DUE :

PAID